



August 10, 2005

RE: Request for Proposal for Design Concept for Gateway and Wayfinding Signs for the City of Roanoke, Virginia. RFP # 05-06-06

Dear:

The City of Roanoke is currently seeking a qualified design firm to create a design concept and specifications for gateway and wayfinding signs. All services shall be performed on an as-needed basis pursuant to a request from the City, with no guarantee that any minimum amount of services will be requested.

Specifically, the City of Roanoke is seeking the services of a qualified design firm to create a design concept and specifications suitable for fabrication to be used for roadside and median signs indicating entrance into the city limits and further intergrading this design with a system of motorist-oriented and pedestrian-oriented wayfinding signs to be posted at strategic locations along the local street network for guidance to downtown attractions.

Prospective design firms shall provide evidence of a minimum of two (2) years' experience in creating design concepts and specifications for signage. The gateway sign concept should be adaptable for two different-sized signs—a smaller sign for the roadside and a larger one (4' x 5') for placement in the median. The design firm will be expected to create the design concept featuring the city's new brand image and communicating a welcoming appearance for visitors and residents. The gateway and wayfinding sign concepts shall include consideration of appropriate scale, materials, and inclusion of the City's new brand image.

Each prospective design firm must provide evidence that they have produced design concepts for signage. In its proposal, the design firm shall provide a sample version of sign designs they have created that the City of Roanoke can expect to receive upon completion of each sampling event.

Each prospective design firm shall include all rates and expenses as part of the proposal. The rates and expense charges must remain valid for one year from the date of the contract.

Enclosed with this request for proposal is a copy of the graphic for the City of Roanoke brand image and the brand guidelines. Also enclosed is a copy of the contract the Successful design firm for this project will be required to sign, subject to any changes that may be authorized by mutual agreement of the parties. Please review the document carefully.

All responses to this request for proposal shall be submitted before 2:00 p.m. on Wednesday, August 31, 2005 to the address listed below:

City of Roanoke
Purchasing Division, Room 353
215 Church Ave. S.W., Roanoke, VA 24011
Ref: RFP for Design Concept for Gateway and Wayfinding Signs

Your proposal, one (1) original and five (5) copies, appropriately signed by an authorized representative of your firm, must be submitted in a sealed envelope or package. The notation “**Design for Gateway and Wayfinding Signs**”, **RFP # 05-06-06** and the specified opening time and date must be clearly marked on the front of that sealed envelope or package. Proposals received after the specified date and time will not be accepted. Faxed or e-mailed proposals will not be accepted.

The City reserves the right to reject or cancel any or all proposals, to waive any informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the City of Roanoke, determined to be in the best interest of the City.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below:

- A. The background, education and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
- B. Reasonableness/competitiveness of proposed fee and/or benefits to the City, although the City is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The City reserves the right to negotiate fees and/or benefits to the City with the selected Offeror.
- C. The Offeror's responsiveness and compliance with the RFP requirements and conditions.
- D. Determination that the selected Offeror has no contractual relationships that would result in a conflict of interest with the City's contract.
- E. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services or items required in this RFP.
- F. The quality of Offeror's performance in comparable and/or similar projects.

- G. Whether the Offeror can provide the service and/or deliver the services or items in a prompt and timely fashion.

Proposal evaluation and award will be accomplished in accordance with this Request for Proposal and Sections 23.2-1 et seq. of the Code of the City of Roanoke, Virginia.

Technical inquires regarding this RFP should be directed to Larry Brown (540)853-6357. Inquires for information regarding procurement procedures and/or proposal submission shall be directed to Sharon Gentry at (540) 853-1574.

Sincerely,

Sharon T. Gentry CPPB, VCO, A.P.P.
Purchasing Manager

Enclosure

cc: Darlene Burcham, City Manager
Gary E. Tegenkamp, Assistant City Attorney
Larry Brown, Public Information Officer

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ATTACHMENT A

Reference RFP# 05-06-06

CITY OF ROANOKE, VIRGINIA
DRAFT CONTRACT
DESIGN CONCEPT FOR GATEWAY SIGNS

This Contract is dated _____, 20____, between the City of Roanoke, Virginia, a Virginia municipal corporation, hereinafter referred to as the "City" or "Owner", and

(legal name and address of contractor)

hereinafter referred to as the "Contractor, "

WITNESSETH:

WHEREAS, Contractor has been awarded this Contract by the City for furnishing all equipment, materials, goods, labor, and services necessary for Design Concept for Gateway Signs for the City of Roanoke, Virginia, and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work of Project.

NOW, THEREFORE, THE CITY AND THE CONTRACTOR AGREE AS FOLLOWS:

SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.

For and in consideration of the money hereinafter specified to be paid by the City to the Contractor for the work to be performed from the Contractor, the Contractor hereby covenants and agrees with the City to fully provide the services called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below, all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. Insurance Requirements (Attachment A)
2. Description of Work to Be Performed By Contractor (Attachment B)

The parties agree that if there are any differences between the provisions of the above referenced documents and this Contract and any Contractor supplied documents or information, the City documents will control over any Contractor supplied documents or information.

SECTION 2. CONTRACT AMOUNT.

The City agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Contract, in the manner and at the time set out in this Contract, the Contract amount of \$_____ as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the City, and the Contract amount may be decreased by the City's assessment of any damages against the Contractor, as may be provided for in this Contract or by law, and the City retains the right of setoff as to any amounts of money the Contractor may owe the City.

SECTION 3. TERM OF CONTRACT.

The term of this Contract will be for sixty (60) day from August 1, 2005, through September 31, 2005, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the City.

SECTION 4. TIMING OF PAYMENTS.

The Contractor may submit a request for payment for design concept for gateway sign services completed and accepted by the City. Once a payment request has been received by the City, the City will process such payment request. If there are any objections or problems with the payment request, the City will notify the Contractor of such matters. If the payment request is approved and accepted by the City, payment will be made by the City to the Contractor not more than 30 days after such request has been approved.

SECTION 5. INVOICING.

All invoices shall be sent to: City of Roanoke
Office of Communications
Noel C. Taylor Municipal Building, Room 364
215 Church Avenue SW
Roanoke, VA 24011

If any questions, contact Accounts Payable at (540) 853-2824

SECTION 6. TERMINATION FOR DEFAULT AND CONVENIENCE.

A. If Contractor refuses or fails to perform any of the terms of this Contract, including poor services, work, or materials, the City may, by written notice to Contractor, terminate this Contract, in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for all damages to the City resulting from Contractor's default. The City further reserves the right to obtain immediately such items from other vendors in the event of Contractor's default. Furthermore, the City may reject any items that do not comply with the requirements of this Contract and any such items may be returned to Contractor at Contractor's sole cost and risk of loss.

B. The City may also terminate this Contract for convenience by giving written notice to Contractor at least 15 days prior to the effective date of cancellation. Any such termination shall be without liability of any type to the City except for payment for completed items delivered or services rendered to and accepted by the City.

C. The City may exercise the City's right of setoff as to any amounts the City may owe the Contractor. City may require Contractor to transfer title and deliver to the City any or all items produced or procured by Vendor for performance of the work terminated.

SECTION 7. CHANGES BY CONTRACTOR.

No changes, deletions or additions may be made by the Contractor to this Contract, including the terms and conditions, without the express written approval of the City.

SECTION 8. CHANGES BY CITY.

At any time the City may by written notice to Contractor make changes to the scope of this Contract in any one or more of the following: (1) drawings, designs or specifications; (2) method of shipping/packaging; (3) place of inspection, delivery or acceptance; and/or (4) quantity. Contractor shall proceed immediately to perform this Contract as changed. If any such change causes a material increase or decrease in the cost of the items, or the time required for performance of any part of the work required by this Contract, the City and Contractor will agree upon an equitable adjustment in the price and/or delivery schedule. To qualify for adjustment consideration, Contractor must send written notice to the City of Contractor's intent to file a claim under this clause within 14 calendar days from the date of receipt by Contractor of such written notice of change. Contractor shall proceed with the changed Contract pending resolution of the claim for adjustment. The City may act on any such claim at any time prior

to final payment under this Contract. Nothing in this clause shall excuse Contractor from proceeding with this Contract as changed.

SECTION 9. PAYMENT.

The price(s) to be paid the Contractor shall be the current price(s) as stated in this Contract. Unless otherwise stated in this Contract, the price(s) shall include all applicable taxes and other charges such as packaging, shipping, duties, customs, tariffs and government imposed surcharges. All personal property taxes assessable upon the items prior to the receipt and acceptance by the City of such items shall be borne by Contractor. The City will not be responsible for or pay for any items that may be ordered or received without an authorized Contract.

SECTION 10. SALES TAX EXEMPTION.

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the City's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

SECTION 11. FREE ON BOARD, RISK OF LOSS, AND TITLE.

All prices are to be quoted F.O.B. Destination, Inside Delivery unless otherwise noted on this Contract. The risk of loss from any casualty, regardless of cause, shall be on the Contractor until the items have been delivered to the place specified in the Contract and accepted by the City. The risk of loss shall also be on the Contractor during the return of any items to the Contractor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City at the designated destination.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS.

Contractor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all applicable licensing requirements. The items provided by Contractor will also comply with all such laws, ordinances, and regulations.

SECTION 13. INSPECTION.

The City shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Contract. If all or some of the items delivered to the City do not fully conform with the provisions hereof, the City shall have the right to reject and return such nonconforming items.

SECTION 14. INSURANCE.

Contractor, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the term of this Contract the insurance policies and/or bonds, if any, that may be required by this Contract.

SECTION 15. WARRANTY.

Contractor hereby warrants that all items and work covered by this Contract shall conform to the specifications, drawings, samples, or other description furnished by the City and shall be merchantable, of good material and workmanship, and free from any defects. Contractor also warrants good title to and freedom from any encumbrances for all items and warrants against any infringement. Acceptance by Contractor may not exclude any warranty. If this Contract is for services, Contractor warrants that the services shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like Contractors in Virginia. Further, Contractor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Such warranties are in addition to any of the Contractor's other guarantees or obligations under this Contract or that may arise by law. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City, any items, work, material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Contract.

SECTION 16. INDEPENDENT CONTRACTOR.

The relationship between Contractor and the City is a contractual relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation and unemployment insurance to be provided for itself and all its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

SECTION 17. NONDISCRIMINATION.

Contractor shall comply with the nondiscrimination provisions of Section 2.2-4311 of the Code of Virginia, which are incorporated herein by reference.

SECTION 18. DRUG-FREE WORKPLACE.

Contractor shall comply with the drug-free workplace provisions of Section 2.2-4312 of the Code of Virginia, which are incorporated herein by reference.

SECTION 19. FAITH-BASED ORGANIZATIONS.

Pursuant to the Code of Virginia, Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

SECTION 20. ASSIGNMENT.

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld.

SECTION 21. SUCCESSORS AND ASSIGNS.

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

SECTION 22. INDEMNIFICATION.

Contractor agrees to indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, arising in any way out of or resulting from any of the work or items to be provided under this Contract.

SECTION 23. GOVERNING LAW AND FORUM SELECTION.

By virtue of entering into this Contract, Contractor submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Contract is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

SECTION 24. ACCEPTANCE/ENTIRE AGREEMENT/MODIFICATION

Acceptance of this Contract shall be limited to the terms and conditions contained herein and/or incorporated herein by reference. This Contract shall be deemed accepted upon the commencement of performance by the Contractor. City rejects any additional and/or inconsistent terms and conditions offered by Contractor at any time and irrespective of City's acceptance of or payment for Contractor's items. The provisions of this Contract, including these terms and conditions, constitute the entire agreement between the parties and no change to or modification of this Contract shall be binding upon City unless signed by an authorized

representative of City's purchasing office. Contractor's shipment or provision of the items and/or performance of services as called for in this Contract shall constitute acceptance by Contractor of this Contract with its terms and conditions.

SECTION 25. ETHICS IN PUBLIC CONTRACTING.

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

SECTION 26. ENTIRE CONTRACT.

This Contract constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

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IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

ATTEST:

(Full Legal Name of Contractor)

_____ By _____

Printed Name and Title

Printed Name and Title

(SEAL)

CITY OF ROANOKE, VIRGINIA
ATTEST:

_____ By _____

City Clerk

(City Manager or authorized City representative)

Printed Name and Title

Printed Name and Title

Appropriation and Funds Required
for this Contract Certified:

Approved as to Form:

Assistant City Attorney

Director of Finance

Account # _____

Approved as to Execution:

Assistant City Attorney

ATTACHMENT B

RFP # 05-06-06

DESIGN CONCEPTS FOR GATEWAY SIGNS

CONSULTANT AND SUBCONTRACTOR'S INSURANCE

Neither the Consultant nor any subcontractor shall commence work under this Contract until the Contractor has obtained all the insurance policies required under this Section and such insurance has been approved by the City.

1. The following **minimum insurance requirements** apply:

a. Workers' Compensation and Employers' Liability:

The Consultant shall obtain and maintain the following limits:

Workers' Compensation: Statutory

Employers' Liability: \$100,000 bodily injury by
accident each occurrence

\$500,000 bodily injury by disease
(policy limit)

\$100,000 bodily injury by disease
each employee

b. Commercial General Liability:

Coverage is to be written on an "occurrence" basis,
\$1,000,000 minimum limit, and such coverage shall
include:

- Products/Completed Operations
- Personal Injury and Advertising
Injury
- Bodily Injury

c. Automobile Liability:

Limits for vehicles owned, non-owned or hired shall
not be less than:

- \$1,000,000 Bodily Injury and
Property Damage combined
single limit

2. **Proof of Insurance Coverage:** The policies of insurance shall be purchased from a reputable insurer licensed to do business in Virginia and maintained for the life of the Contract by the Consultant. Other insurance requirements include the following:

a. The Consultant shall furnish the City with the required certificates of insurance showing the insurer, type of insurance, policy number, policy term, and limits.

- b.** The required certificates of insurance shall contain substantially the following statement: "The insurance covered by this certificate shall not be canceled or materially altered except after a thirty (30) day written notice has been received by the Risk Management Officer for the City of Roanoke."
- c.** The required certificates of insurance shall name the City of Roanoke, its officers, agents, volunteers, and employees as additional insureds except with regard to the workers' compensation and employers' liability coverages which shall contain a waiver of subrogation in favor of the City. Additional insured and waiver endorsements shall be received by Roanoke Risk Management from the insurer within 30 days of beginning of this contract.

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